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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Arnold & Porter LLP	2. Registration No. 1750
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3. This amendment is filed to accomplish the following indicated purpose or purposes:

☐ To give a 10-day notice of change in information as required by Section 2(b) of the Act.

☐ To correct a deficiency in

☐ Initial Statement

☐ Supplemental Statement for the period ending \_\_\_\_\_

☐ Other purpose (specify): \_\_\_\_\_

☒ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list -  
Agreement (See Item 5 below)

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (If space is insufficient, a full insert page must be used.)  
This amendment to Registrant's Registration Statement is to give notice of a change in an Exhibit B previously filed with respect to the State of Israel. Registrant has entered into a new written agreement with respect to the foreign principal. A copy of this agreement is attached.

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## EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Type or print name under each signature<sup>1</sup>)

January 15, 2009

  
Lawrence A. Schneider

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<sup>1</sup> This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

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# ARNOLD & PORTER LLP

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Lawrence A. Schneider  
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Washington, DC 20004-1208

2009 JAN 15 PM 12:43  
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January 2, 2009

Mr. Ohad Cohen  
Commercial Attache  
Embassy of Israel  
3514 International Drive, NW  
Washington, DC 20008

Mr. Zvi Chalamish  
Consul and Chief Fiscal Officer  
Government of Israel  
800 Second Avenue, 7<sup>th</sup> Floor  
New York, NY 10117

Re: 2009 Retainer Agreement for Trade Advisory Services

Dear Mr. Cohen and Mr. Chalamish:

We are very pleased that the Economic Office of the Embassy of Israel (the "Embassy") has engaged Arnold & Porter LLP a limited liability partnership organized under the laws of the District of Columbia (the "Firm") to provide legal and advisory services relating to international trade. The purpose of this letter is to set forth our mutual understanding as to the terms of this Agreement and the basis on which our fees and related expenses will be charged with respect to the above-mentioned engagement.

1. Term

The term of this Agreement shall be for a period of one year commencing as of January 1, 2009, and terminating on December 31, 2009. However, either party shall have the right to cancel this Agreement on 60 days prior written notice to the other.

2. Fee Calculation

The Firm will charge the Embassy for our legal and trade advice services and expenses on the basis of a retainer in the amount of \$10,000 per month.

3. Special or Separate Projects

Special or separate projects that are outside the scope of the retainer will be compensated for separately if advance approval is received in writing for us to conduct and be compensated for such project and a budget is provided. If any such project is undertaken, we would charge you at not more than the hourly rates in effect at the time, less a ten-percent discount, exclusive of expenses in accordance with a pre-approved budget.

Mr. Ohad Cohen  
Mr. Zvi Chalamish  
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4. Reimbursement for Expenses

The retainer shall include normal expenses incurred by the Firm in performance of its services. It is understood that the Firm's international travel will have to be approved by the Commercial Attaché prior to their execution. Any such travel so approved will be reimbursed to us.

5. Statements for Fees and Expenses

On a regular basis, generally every month, the Firm will send you a statement covering our fee charges and expenses. All such statements are due and payable within 30 days following your receipt of them.

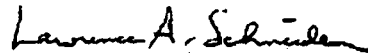
\* \* \*

If you have any questions about the terms of the engagement as described above, I hope you will feel free to raise them with me as soon as possible and, during the course of the engagement, I hope that you will feel equally free to raise promptly with me any questions you have about our statements. If the terms of the engagement are acceptable to you, I would appreciate it if you would sign and return to me the enclosed copy of this letter evidencing the agreement to these terms.

Once again, let me say how pleased we are that you have engaged Arnold & Porter LLP in this matter.

Sincerely yours,

ARNOLD & PORTER LLP

  
Lawrence A. Schneider

ACCEPTED AND AGREED TO:  
THE GOVERNMENT OF ISRAEL

By: 

MR. OHAD COHEN  
COMMERCIAL ATTACHE

  
MR. ZVI CHALAMISH  
CONSUL AND CHIEF FISCAL OFFICER

5/1/09  
Date

Date